

MORTGAGE

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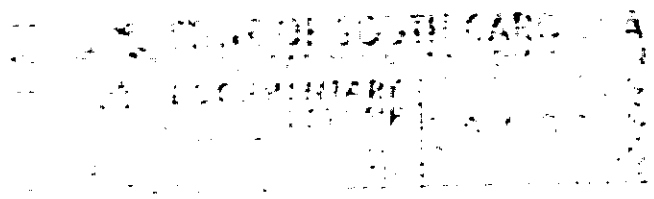
WHEREAS I (we) hereinafter styled the mortgagor in and by my (our) certain Consumer Credit Contract bearing even date herewith and fifty dollars and no cents (hereinafter also styled the mortgage) in the sum of \$ _____ payable in _____ equal installments of \$ _____ each, commencing on the

15th day of November 1979 and falling due on the same of each subsequent month, as in and by the said Consumer Credit Contract and conditions thereof, reference thereto had will more fully appear.

NOW, KNOW ALL MEN, that the mortgagor in consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said Consumer Credit Contract, which with all its provisions is hereby made a part hereof; and also in consideration of Three Dollars to the said mortgagor in hand well and truly paid, by the said mortgagee, at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said mortgagee, its heirs, successors and assigns forever, the following described real estate:

All that piece, parcel or lot of land situate, lying and being in the City of Greenville Greenville County South Carolina being shown as lot no 43, of Hyde Park, Plat of which is recorded in plat book YY page 141, and according to said plat having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Catlin Circle at joint front corner of lots nos 42-43 and running thence with the line of said lots S. 71-32 W 140 feet; thence N. 3-45 W. 30 feet; thence N. 17-01 E. 41-3 feet; thence N. 73 E 110 feet to a point on Catlin Circle; thence with Catlin Circle S. 17 E. 60 feet to the point of beginning.



This being the same premises conveyed to the grantor herein by deed from Dean ... dated 11/19/79 and recorded in Deed Book _____ at page _____ in the R.M.C. Office for _____ County.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises unto the said mortgagee, its (his) successors, heirs and assigns forever.

AND I (we) do hereby bind my (our) self and my (our) heirs, executors and administrators, to procure or execute any further necessary assurances of title to the said premises, the title to which is hereinafter referred, and also to warrant and forever defend all and singular the said Premises unto the said mortgagee its (his) heirs, successors and assigns, from and against all persons lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, by and between the parties hereto, that the said mortgagee, his (their) heirs, executors, or administrators, shall keep the buildings on said premises insured against loss or damage by fire, for the benefit of the said mortgagee, for an amount not less than the actual amount of the value of the buildings, as shall be approved by the said mortgagee, and in default thereof, the said mortgagee, its (his) heirs, successors and assigns, may effect such insurance and reimburse themselves under this mortgage for the expense thereof, with a **FINANCE CHARGE** thereon from the date of its payment. And it is further agreed that the said mortgagee, its (his) heirs, successors or assigns, shall be entitled to receive from the insurance moneys to be paid, in sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties, that if the said mortgagee, his (their) heirs, executors, administrators or assigns, shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said mortgagee, its (his) heirs, successors or assigns, shall be entitled to pay the same to be paid, together with all penalties and costs incurred thereon, and to reimburse themselves for the same so paid, with a **FINANCE CHARGE** thereon, from the dates of such payments.

AND IT IS AGREED, by and between the said parties, that upon any default being made in the payment of the said contract, when the same shall become payable by or on any other of the provisions of this mortgage, that then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, at the option of the said mortgagee, its (his) heirs, successors or assigns, although the period for the payment of the said debt may not then have expired.

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose, that the said mortgagee, his (his) heirs, successors or assigns, shall be entitled to the fee of an attorney at law for such proceedings, together with the costs of such proceedings, incurred by the mortgagee, its (his) heirs, successors or assigns, including a reasonable counsel fee of not less than ten percent of the amount involved, shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said mortgagor, his (their) heirs, executors or administrators shall pay, or cause to be paid into the said mortgagee, its (his) heirs, successors or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said mortgagor, his (their) heirs, successors, or assigns according to the conditions and agreements of the said contract, and of this mortgage and shall perform all the obligations remaining to be performed by the mortgagor of the said contract and mortgage, then this deed of Bargain and Sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagor may hold and enjoy the said premises until default of payment shall be made.

WITNESS my (our) Hand and Seal, this _____ day of _____ 19 _____

Signed, sealed and delivered in the presence of Robert ... (L.S.)

WITNESS Robert ... (L.S.)

WITNESS Rah ...

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